

COUNTY OF YORK SEWER EXTENSION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2000, by and between **EWELL INDUSTRIAL PARK, L.L.C.**, a Virginia limited liability company hereinafter referred to as "Owner," and the **COUNTY OF YORK, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County."

WHEREAS, the Owner is the owner of the property located in Ewell Industrial Park, bearing York County Tax Parcel No. 5-25, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Owner has constructed grinder pumps and a low pressure force main system to serve the Property and has connected that system into a County force main system in accordance with the design and specifications shown on the plan entitled, "Ewell Industrial Park Grinder Pumps and Low Pressure Force Main System," dated February 26, 1996, approved by the County on June 27, 1996, (hereinafter referred to as the "Sewer Plan"); and

WHEREAS, the Owner has agreed to convey the existing system to the County, and as such has agreed to accept ownership of the system, pursuant to applicable provisions of the County's Sanitary Sewer Standards and Specifications.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That pursuant to the provisions of Resolution R00-9 adopted _____, 2000, and for and in consideration of the issuance of the proper permits, the covenants and agreements herein contained and other good and valuable consideration, the Owner and the County agree as follows:

1. The Owner agrees that all of the terms and conditions of this Agreement shall be binding on the Owner, its assigns and successors.
2. It is understood and agreed between the parties that the County intends to accept as part of the County system the force main and the grinder pumps in accordance with the Plan for the purposes of operation and maintenance.
3. It is mutually understood and agreed that if and when County gravity or vacuum sewer service is extended to, and is adjacent to the Property, the Owner, or its successors and assigns, shall disconnect and abandon the grinder pump system and connect to the extended gravity or vacuum system

at no cost to the County within ninety (90) days of notification of service availability by the County, and no additional connection cost will be charged by the County.

4. Owner shall:

- Donate an easement or easements to the County for the force main and the grinder pumps for the purposes of maintenance and operation of the system, and shall convey the existing system to the County by a deed acceptable to the County, all at no cost to the County.
 - Provide and pay for any electricity needed to operate each grinder pump system.
5. This Agreement shall be recorded in the office of the Clerk of the Circuit Court for York County at the County's expense.
6. The Owner agrees that any charges for sewer service, including those imposed by this Agreement, shall constitute a lien on the property until paid in full.

Approved as to form:

County Attorney

COUNTY OF YORK, VIRGINIA

By _____
County Administrator

Ewell Industrial Park, L.L.C

By _____

Title _____

By _____

Title _____

COMMONWEALTH OF VIRGINIA
County of York, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that _____ of Ewell Industrial Park, L.L.C., whose name is signed to the writing bearing date of the ____ day of _____, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of such corporation.

Given under my hand this ____ day of _____, 2000.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA
County of York, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that Daniel M. Stuck, County Administrator, whose name is signed to the writing bearing date of the ____ day of _____, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of the County of York.

Given under my hand this ____ day of _____, 2000.

Notary Public

My commission expires: _____